

DATED

28/1/2019  
.....

**DEED OF REMOVAL AND APPOINTMENT OF NEW  
REGISTERED ADMINISTRATOR**

relating to the Pinnacle Pension Scheme

between

**PINNACLE CONTRACTS 2012 LIMITED**

and

**MR JONATHAN TRAVIS MOSS and MR NICHOLAS JOHN KIRBY**

and

**MR JONATHAN TRAVIS MOSS**

This deed is dated: 28/1/2019

## **PARTIES**

- (1) Pinnacle Contracts 2012 Limited incorporated and registered in England and Wales with company number 08228648 whose registered office is at Annecy Court Ferry Works, Summer Road, Thames Ditton, Surrey, KT7 0QJ ("**Principal Employer**");
- (2) Jonathan Travis Moss of the Grange, 28 St. Johns Road, Woking, Surrey, GU21 7SA and Nicholas John Kirby of 137 Manor Lane, Sunbury-on-Thames, TW16 6JE ("**Trustees**");
- (3) Jonathan Travis Moss of The Grange, 28 St. Johns Road, Woking, Surrey, GU21 7SA ("**Incoming Scheme Administrator**").

## **BACKGROUND**

- (A) The Scheme is a registered pension scheme established by the Deed dated and is currently governed by the Rules, this Deed is supplemental to the Deed and Rules.
- (B) The Principal Employer is the present sponsoring employer under the Scheme.
- (C) The Trustees are the present trustees of the Scheme.
- (D) T12 Administration Limited, a company incorporated and registered in England and Wales with company number 07508277, whose registered office is at 12 Stafford Street, Derby, Derbyshire, England, DE1 1JG ("**Outgoing Administrator**") ceased trading on 17th March 2015, and so ceased to be the Administrator to the Scheme at this point. The Incoming Scheme Administrator has been undertaking the Scheme Administrator role from this point.
- (E) Pursuant to Clause 9.2 of the Existing Provisions, the Trustees may appoint as Scheme Administrator any person or firm meeting the criteria in section 270(2) and may vary or revoke any such appointment, provided that the revocation of such an appointment would not, in the written opinion of the Scheme Administrator, cause the pension scheme to lose its status as a registered pension scheme.
- (F) The Trustees wish to remove the Outgoing Administrator as Administrator of the Scheme and to appoint the Incoming Scheme Administrator as a replacement Administrator in accordance with clause 9.2 of the Existing Provisions.
- (G) The Trustees do not require consent from the Outgoing Administrator to their removal.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this deed.

**Deed:** the definitive trust deed dated 28 September 2012, made between the Principal Employer and the trustees then in office.

**Rules:** the rules adopted by a deed of amendment dated 03 January 2019.

**Scheme:** Pinnacle Pension Scheme.

**Administrator:** Shall mean the Registered Administrator for the purposes of Finance Act 2004.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 References to clauses and schedules are to the clauses and schedules of this deed; references to paragraphs are to paragraphs of the relevant schedule.

## **2. REMOVAL AND APPOINTMENT**

- 2.1 With effect from the date of this Deed and
  - (a) in accordance with clause 9.2 of the Existing Provisions the Trustees remove the Outgoing Administrator as Administrator of the Scheme who is now discharged from the trusts and provisions of the Scheme; and
  - (b) in accordance with clause 9.2 of the Existing Provisions the Trustees appoint the Incoming Scheme Administrator to be the Registered Administrator of the Scheme to fulfil those requirements under Finance Act 2004 necessary for the continued tax registration and maintenance of the Scheme.
- 2.2 The Incoming Scheme Administrator consents to their appointment as the new Administrator for the Scheme.
- 2.3 The Principal Employer consents to the appointment of the Incoming Scheme Administrator as the new Administrator for the Scheme.
- 2.4 Any deed, decision or resolution undertaken prior to the execution of this deed will not be invalidated by the execution of this deed.



3. **COUNTERPARTS**

This deed may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

4. **GOVERNING LAW**


- 4.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of England and Wales.
- 4.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this deed or its subject matter.

This document has been executed as a deed and is delivered and is deemed to have taken effect from 17th March 2015.

Executed as a deed by Pinnacle  
Contracts 2012 Limited acting by :

Director

Signature:  
Name :

  
JON MOSS

Witness

Signature: C. Kirkby  
Name : CHELSEY KIRKBY

Address: 24 DOLPHIN CLOSE, LONDON, SE28 8PY

Signed as a deed by Jonathan  
Travis Moss as Trustee

(signature)

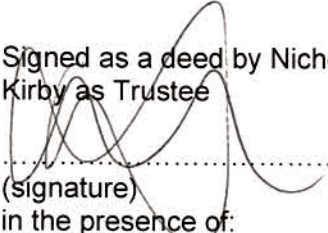
in the presence of:

Witness

Signature: C. Kirkby  
Name : CHELSEY KIRKBY

Address: 24 DOLPHIN CLOSE, LONDON, SE28 8PY

Signed as a deed by Nicholas John  
Kirby as Trustee

  
.....  
(signature)

in the presence of:

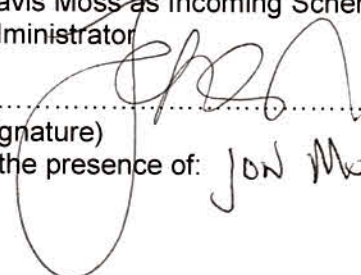
Witness

Signature: C. Kirby

Name : CHELSEY KIRKBY

Address: 24 DOLPHIN CLOSE, LONDON, SE28 8PY

Signed as a deed by Jonathan  
Travis Moss as Incoming Scheme  
Administrator

  
.....  
(signature)

in the presence of: JON MOSS

Witness

Signature: C. Kirby

Name : CHELSEY KIRKBY

Address: 24 DOLPHIN CLOSE, LONDON, SE28 8PY